

RELEASE, HOLD HARMLESS AND INDEMNIFICATION

A notarized release must be completed prior to using the City of Deltona's Lake Butler Skate Park. Completed releases must be turned in to Lake Butler Skate Park, 301 Courtland Blvd., Deltona, FL 32738, phone number (386) 878-8920.

(_____)		_____	
Skater/Biker Name	Parents Name	Home Phone Number (include area code)	
_____		_____	
Street Address	City	State	Zip
_____		_____	
Emergency contact person (other than parent)		Emergency Phone Number (include area code)	
_____		_____	
Physician's Name		Physicians Phone Number (include area code)	
_____		_____	

CHOOSE ONE

I, _____,
hereby certify that I am over the age of eighteen (18) years and am of
sound mind and memory at the time of the execution of this release

I/We, _____, the parent(s)/legal
guardian(s) of _____,
whose birth date is _____, (hereinafter "minor"), hereby
certify that I am/We are over the age of eighteen (18) years of age, and
am/are of sound mind and memory at the time of the execution of this
release.

WHEREAS, the City of Deltona (hereinafter "CITY") has made available a skatepark for skateboarding, bicycling, and rollerblading activities;
and

WHEREAS, the CITY agrees to allow me access to the skatepark to participate in skateboarding, bicycling, and rollerblading activities in
consideration of my execution of this Release and agreeing to be bound by its terms.

NOW, THEREFORE, IN CONSIDERATION of being allowed to participate in such activities, I/We hereby agree as follows:

(1) I am/We are aware of and fully understand the inherent dangers involved in participating in skateboarding, bicycling, and rollerblading activities at skate parks, including the risk of death and/or personal injury or damage to myself, or if applicable the minor, other persons and/or my or the minor's property or the property of others while participating in such activities or having my property, or if applicable, the minor's property, at the site of such activities.

I/We further acknowledge that participants in such activities and other persons at the skatepark may not be covered under insurance of the CITY. I/We freely and voluntarily execute this Release with such knowledge, and assume full and sole responsibility for the risk of death, personal injury and/or property loss arising from or in any way connected with my, or if applicable the minor's participation in skateboarding, bicycling, and rollerblading activities at the skatepark.

(2) I/We hereby release and forever discharge the CITY, its agents, employees or independent contractors and their respective sureties, insurers successors, assigns and legal representatives, from any liability, claim, cause of action, demand and damages for injury, death or damages of any kind or nature whatsoever to me, or if applicable the minor's, property as a result of my or the minor's participation in skateboarding, bicycling, and rollerblading activities whether such injury, death or property damage is caused by the intentional or negligent act or omission on the part of (i) any other participant in skateboarding, bicycling, and rollerblading activities at the skatepark, (ii) any employee, agent or independent contractor of the CITY, or (iii) any other person at the skatepark. Furthermore, I/we agree to pay any and all attorney's fees and costs of the CITY, and any of its agents, employees and independent contractors if I/we bring any action, claim or demand against the CITY or any of its agents, employees and independent contractors for any reason for which this Release applies.

(3) I/We agree to indemnify and hold the CITY, its agents, employees and independent contractors, their sureties, insurers, successors, assigns and legal representatives harmless from any liability, claim, cause of action, demand or damages for injury, death or damages of any kind or nature whatsoever to any person or their property as a result of my, or if applicable the minor's, participation in the skateboarding, bicycling, and rollerblading activities. As a result of any actual or claimed intentional or wrongful act or omission by me, or if applicable the minor, arising from or as a result of my, or if applicable the minor's, participation in skateboarding, bicycling, and rollerblading activities. Furthermore, I/we agree to pay attorney's fees and costs for any persons covered herein for any action arising under this Paragraph, whether or not such action is well founded.

(4) I/We agree to and hereby bind my, or if applicable the minor's, heirs, executors, assigns and all other legal representatives by executing this Release.

(5) I/We hereby acknowledge and agree that this agreement is intended to be construed and interpreted as broad and inclusive as permitted by the laws of Florida. If any portion of this Release is found or declared to be invalid or unenforceable, such invalidity shall not affect the remainder of this Release not found to be invalid and the remainder of this Release shall remain in full force and effect.

(6) BY EXECUTING THIS RELEASE, I/WE ACKNOWLEDGE THAT I/WE HAVE READ THIS RELEASE UNDERSTAND THE CONTENTS HEREOF, HAVE BEEN ADVISED AND HAD THE OPPORTUNITY TO SEEK INDEPENDENT COUNSEL OF MY/OUR CHOICE AND CERTIFY THAT I/WE HAVE FREELY AND VOLUNTARILY EXECUTED THIS RELEASE. I FURTHER ACKNOWLEDGE THAT, BUT FOR THE EXECUTION OF THIS AGREEMENT AND AGREEING TO BE BOUND BY THE TERMS HEREOF, THE CITY WOULD NOT AUTHORIZE ME, OR IF APPLICABLE THE MINOR, TO GAIN ACCESS TO THE SKATEPARK AND PARTICIPATE IN THE SKATEBOARDING, BICYCLING, AND ROLLERBLADING ACTIVITIES OF THAT FACILITY.

(7) I/We agree to abide by all regulations that the CITY may impose regarding the operation and utilization of the Skatepark.

EXECUTED this _____ day of _____, 20_____.

Signature

Signature (other parent/legal guardian)

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, who is/are personally known to me, or who furnished the following forms of identification, _____.
Who executed the foregoing instrument, and (s)he acknowledged before me that (s)he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20_____.

Notary Public: _____ My Commission Expires: _____.

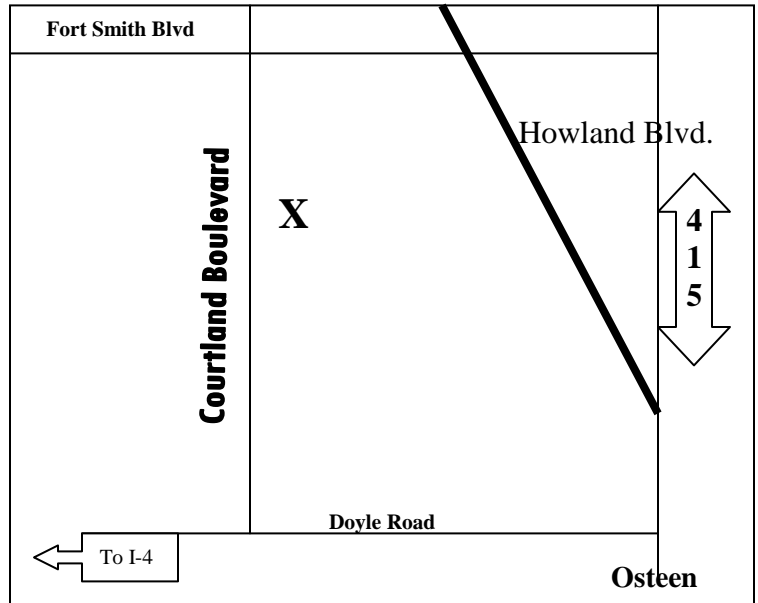
LAKE BUTLER SKATE PARK

301 Courtland Blvd., Deltona FL

(386) 878-8920

The Lake Butler Skate Park is owned & operated by the City of Deltona. The street course area is a cement street course which is 15,350 sq. ft.

Questions regarding the park can be answered by the Deltona Recreation Department at (386) 878-8900



RULES AND REGULATIONS

1. A signed, notarized release must be on file prior to using the skate facility.
2. Child must be 8 years of age or older to use the skate surface area.
3. Know your abilities and skate/bike at your own risk.
4. All skaters and cyclers **MUST** wear helmets with securely fastened chin straps.
Elbow and kneepads are encouraged (shoes required for cyclers and skateboarders).
5. No skating against traffic on ramps or pipes.
6. Do not proceed down ramp until clear of other skaters.
7. Skating will be allowed only in the skate facility, not in surrounding areas.
8. No smoking, profanity, glass containers, or pets allowed within the fenced skate area.
9. Any person violating these rules will be asked to leave.
10. Adhere to all posted rules and instructions.
11. No trespassing is permitted when the facility is closed.